

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FRANK ANTHONY,

Pro Se Plaintiff,

-against-

Capital One Bank (USA) National Association

Defendant.
-----X

:
Case No. 14-CV-2927-PGG

:
Honorable Paul G Gardephe

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: <u>10/10/14</u>

1st Amended Complaint

I. NATURE OF THE ACTION:

1. Plaintiff brings this complaint to the court for punitive damages, statutory damages arising out of the conduct of Capital One (including all of its affiliates, subsidiaries, and/or related entities), acting on Capital One's behalf, in negligently, knowingly, and/or willfully violation the TCPA, TILA (Regulation Z), FCRA, and FDCPA for the credit card account ending 0070.
2. In letters dated June 12th & 14th 2014 for the account ending 0070; Capital One conceded the plaintiff's personal information was compromised, disputes were valid, and deleted the account despite their non-compliant conduct to the aforementioned consumer protection laws. See Exhibit A (2 Letters) more than 60 days after initially being disputed.

II. THE PARTIES.

3. Plaintiff "Frank Anthony" is now and at all times relevant to this action an American National. Plaintiff(s) are "consumers" as that term is defined within 15 U.S.C. §1692a (3).

4. Defendant "Capital One Bank (USA) N.A." is a national banking association. It has its principle place of business at 1680 Capital One Drive, McLean, VA 22102. Defendant is "debt collectors are that term is defined by 15 U.S.C sections 1692a (6)

III. JURISDICTION AND VENUE

5. The US District Court Southern District of New York has jurisdiction Pursuant to 15 U.S.C. §1692 et, al, 47 U.S.C. § 227 et al, 15 U.S.C. §1681p et, al, 15 U.S.C. §1642 et, al and the court has Jurisdiction over Plaintiffs tort state claims. Venue is proper as the occurrences which give rise to this action took place in the state of New York; therefore venue is proper in the US District Court Southern District Court of New York.

IV. FACTUAL ALLEGATIONS

6. Capital One Bank (USA), National Association is a national banking association registered with the Comptroller of Currency to commence the business of banking and regulated by the National Bank Act- Charter # 24828 , Dodd Frank Act, and Consumer Financial Protection Bureau.

7. Inside the provision of the national bank act directors of banks have taken an oath not to violate any provision of that act which is registered with the comptroller of currency. (Section 1 pg. 100 38th congress public law 13)

8. The nature in how banks are supposed to commence business is governed by this congressional act, and the law states "Banks cannot make loans on the security of the shares of its own stock." (Section 35 page 110 38th congress), Banks can only loan money on personal security (section 8 page 101 38th congress, public law 13)

9. If directors knowingly violate any provision of the bank act, or knowingly permit any of the officers, agents or servants of the association the director shall be held liable. (Section 53 page 116 38th congress public law volume 13)
10. On or about October 2013 Plaintiff obtained a copy of the prospectus for Capital One Multi-Asset Execution Trust the defendant has filed with the SEC and investors of their credit card practice.
11. Plaintiff obtained his credit report in October 2013 and Capital One was reporting an account ending in 3616 with a credit limit of \$1300 and origin date 8/2006.
12. In November 2013 plaintiff initiated and exhausted an administrative discovery process of the account ending 3616 to ascertain the relationship of the account to the defendant, and accuracy for the account ending 3616.
13. As part of this process plaintiff made 4 different attempts to obtain information about the account the defendant was reporting.
14. Defendant in response to plaintiff's Dispute Letter/ Affidavit of Affirmation sent a letter to the plaintiff dated 12/12/13 from Elliot Buettner for the account ending 3616 **stating Capital One was a servicer of the account, Capital One permanently restricted and closed the account, and Capital One would cease all communication. See Exhibit B**
15. Defendant could not and would not produce a performance contact for the account ending 3616.
16. Any payments that might have been made for the account 3616 is because plaintiff entrusted in defendant's misrepresentation as a creditor and was induced based on that material fact.

17. Upon information and belief defendant functions as a servicer using instrumentality of interstate commerce and the mails in business and their principal purpose of which is to collect debts, and defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

18. Upon information and belief defendant has been the servicer for the master note trust and has been servicing credit card receivables in the master note trust since before November 22 1994.

19. Upon information and belief defendant has no rights or interest to payment to receivables to credit card accounts.

20. Furthermore the Consumer Financial Protection Bureau put all entities on notice that even creditors engaging in deceptive collection practices would be subject to Fair Debt Collection Practices Act. See Exhibit C

21. Defendant inaccurately reported the account the account 3616 was closed by the plaintiff.to Experian and Transunion on Jan 8th 2014 See Exhibit D

22. Defendant inaccurately report payment made for the month of December. See Exhibit D

23. On or about February 24 2014 the account ending 3616 was disputed with the CRAs and plaintiff's administrative discovery process forwarded to the defendant.

24. In the Equifax credit report Confirmation #4060007236 dated March 22nd the account ending in 3616 was deleted by the defendant and the account ending 0070 was not present in the plaintiff's credit file.

25. In the Experian credit report 2784-0973-46 dated March 3rd the account ending 3616 was deleted by defendant and the account ending 0070 was not in the plaintiff's credit file.

26. In the Experian credit report 2784-0973-46 dated March 21st the accounts ending 3616 remained deleted by the defendant and the account ending 0070 was not present or reported.
27. In the Transunion credit report 338185558-028 dated March 4th 2014 the account ending 3616 was deleted by defendant and the account ending 0070 was not present or reported.
28. Without notice defendant furnished a new account in default ending 0070 on about April 1st 2014 to all CRA with an opening date of 2006 and credit limit of \$1300 (See Exhibit J)
29. Defendant reported the new unsolicited credit card account ending 0070 without notice, consent, or authorization of the plaintiff.
30. The account ending 0070 was not a renewal or substitution credit card as outlined in Regulation Z.
31. Plaintiff never used, accepted, consent, or agreed to a credit card account ending 0070.
32. Plaintiff asserts he has never received benefits or filled out an application requesting credit authorization for a credit card account ending 0070.
33. On or about April 1st 2014 Plaintiff immediately disputed the credit card account ending 0070 via telephone with all 3 CRA and obtained the investigation results and credit trade line report (See Exhibit J) claiming the account was accurate and belonged to the plaintiff.
34. Plaintiff sent a Dispute Letter/ Affidavit of Affirmation along with debt interrogatives for the account ending in 0070. See Exhibit F
35. On 4/23/2014 Plaintiff filed a complaint with the Consumer Financial Protection Bureau for the account ending 0070 Case number: 140423-001065.
36. The complaint was forwarded to Equifax & the Defendant and their response was the investigation of 0070 merely relied upon confirmation of the plaintiffs name, address, birthdate, and social security number. See Exhibit G

37. In letters dated April 12, April 30, May 13, May 29, and June 5 2014 – Defendant confirmed the disputes of the account ending 0070 with the CRA and claimed the account was verified, accurate, and belonged to the plaintiff. Exhibit N
38. In April 2014 Plaintiff requested all account history for the account ending 0070.
39. In response to the history request for account ending 0070 defendant sent a letter dated 4/30/14 along with March & April billing statements and claimed additional statements could not be produced for the following reasons: **“Your account had a zero balance, Your account had a due date change, Your account had recently been opened, Your account had already been closed with a zero balance”** See Exhibit G
40. Upon information and belief the account ending 0070 was a brand new credit card account opened by defendant.
41. Upon information and belief defendant conducted an authorized balance transfer in excess of \$1,100 to the account ending 0070.
42. Defendant sent debt collection letters dated 3/21/14 and 4/21/14 to the plaintiff for the account ending 0070 in default in attempt to coerce the plaintiff to make payment for the unauthorized account. See Exhibit H
43. In the debt collection letter dated 4/21/14 Defendant lied to the plaintiff claiming the account ending 0070 has been with Capital One since 2006 (See Exhibit B stating otherwise) in an attempt to collect on the alleged debt. See Exhibit H.
44. Defendant’s debt collection letter attempts in Exhibit H completely contradict defendant’s statements in Exhibit B; and upon information and belief defendant attempted to mislead the least sophisticated consumer plaintiff that the credit card account ending 0070 was not a new credit card account.

45. The defendant made 5 written attempts to collect the alleged debt for the account ending 0070 over 3 months for the unauthorized account that was opened by the defendant.
46. Defendants applied a new cease and desist to the account ending 0070 in a letter dated 5/27/2014. (See Exhibit I); despite already telling the consumer plaintiff that a cease and desist has been in place since December 12th 2013 (See Exhibit B).
47. Defendant lied to the plaintiff in Exhibit B stating all communication would cease. (See Exhibit H letters and Exhibit K calls)
48. Defendant failed to disclose (1. Conditions under which finance charge may be imposed, 2. Method determining how finance charge will be imposed, 3. Method determining amount of finance charge or identification of other charges that may be imposed as part of the open end credit plan for the credit card account ending 0070.
49. Upon information and belief the discovery of this truth in lending violations are within statutory limitations of one year as the account ending in 0070 was created on or about April 2014.
50. Plaintiff has maintained a security alert and promotional credit block on his credit file since January 2014.
51. Plaintiff never requested, gave authorization, or consent to a balance transfer for the account ending 0070.
52. Defendant has always treated alleged debt for credit card account ending 0070 as if it was in default and in collections.
53. Defendant attempted to collect a debt that arose out of a transaction for family, personal, and household purposes.
54. Defendant has not extended plaintiff credit that created a debt for the account ending 0070.

55. Defendant does not have a performance contact for the account ending 0070.
56. Defendant does not have any verifiable payment history for the account ending 0070.
57. Defendant cannot provide any account history for alleged debt for the credit card account ending 0070.
58. Defendant inaccurately report who opened and closed the account ending 0070. See Exhibit B, D, and J.
59. Upon information and belief Capital One reinsert the deleted account 3616 as a new account ending 0070.
60. Upon information and belief defendant willfully reported and misrepresent the origin date of the account ending 0070. See Exhibit G & H.
61. Upon information and belief defendant willfully did not conduct a reasonable investigation of the account ending 0070 when initially dispute on or about April 1st. See Exhibit N & A
62. Upon information and belief the defendant did not review all relevant documentation or consider account origin in the investigation of the account ending 0070. See Exhibit N & A
63. Defendant must have policies and procedures in place to ensure they are reporting accurate and relevant credit information.
64. Upon information and belief defendant misrepresent themselves as a creditor to the CRA and plaintiff; when in fact they have communicated they are a servicer/debt collector. See Exhibit B
65. Upon information and belief defendant is unable to provide an agreement that authorizes or proves a debt exist.
66. Upon information and belief defendant has not suffered any financial injury.

67. In letters dated June 12th & 14th for the account ending 0070; Capital One conceded the plaintiff's personal information was comprised and disputes were valid. (See Exhibit A)

68. On or about June 12th 2014 the defendant deleted the account ending 0070 after numerous investigations, derogatory reporting, harassing phone calls, debt collection letters, and months of credit defamation. (See Exhibits A)

69. Defendant took more than 60 days to conclude their investigation of 0070 after initially being dispute on April 1 2014. (See Exhibit A, J, N)

70. Defendant report derogatory and adverse information for the unauthorized account ending in 0070 (See Exhibit J) engaging in credit defamation.

71. Due to defendant's conduct plaintiff has suffered actual damages of credit denials specifically from Macy's and Best Buy as well as mental anguish, vexation and emotional distress.

72. Upon information and belief at all times defendant knew acct ending in 0070 was inaccurate, could not be verified, and continued to report acct ending in 0070 with conscious and reckless disregard of plaintiffs rights.

73. Upon information and belief all actions taken by the Defendant were done with malice, were done willfully, and were done with either the desire to harm Plaintiffs and/or with the knowledge that their actions would very likely harm Plaintiff

74. All telephone contact by Defendants to Plaintiff on their cellular telephones forming the basis for this Complaint occurred via an "automatic telephone dialing system," as defined by 47 U.S.C. § 227(a)(1), and/or used "an artificial or prerecorded voice" which has the capacity to store or call random or sequential numbers as described in 47 U.S.C. § 227(b)(1)(A).

75. The telephone numbers that Defendants used to contact Plaintiff, with an “artificial or prerecorded voice” made by an “automatic telephone dialing system,” were assigned to cellular telephone services as specified in 47 U.S.C. § 227(b)(1)(A)(iii).

76. Plaintiff did not provide express consent to receive prerecorded calls by Defendant on their cellular telephones.

77. Plaintiff did not provide “express consent” allowing Defendants to place telephone calls to Plaintiffs’ cellular telephone utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system,” within the meaning of 47 U.S.C. §227(b)(1)(A).

78. Defendant did not make telephone calls to Plaintiffs’ cellular telephones “for emergency purposes” as described in 47 U.S.C. § 227(b)(1)(A).

79. Defendants’ telephone calls to Plaintiffs’ cellular telephones utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system” for non- emergency purposes and in the absence of Plaintiffs’ prior express consent violated 47 U.S.C. § 227(b)(1)(A).

80. Under the TCPA and pursuant to the FCC’s January 2008 Declaratory Ruling, the burden is on defendants to demonstrate that Plaintiffs provided express consent within the meaning of the statute.

81. Defendant said they would cease all contact and communication with defendant as of December 9, 2013 See Exhibit B

82. On April 23 2014 Plaintiff filed a complaint with the Consumer Financial Protection Bureau (CFPB Complaint #140423-000783) for 27 harassing phone calls to the plaintiff’s cell phone (301) 520-7845 from the number (866) 953-7906 with intent to leave a harassing message.

(See Exhibit K for CFPB Complaint with specific times, screen shots, and phone bill with calls to the plaintiff's cell phone)

83. On April 5th, 6th, 9th, 10th, 11th, 13th, 14th, and 15th 2014 -Defendant left identical voicemails from 1 (866) 953-7906 using a pre-recorded or artificial voice on the plaintiff's cell phone: saying "1 866 953 7906 to discuss further, again the phone number is 1 866 953 7906 thank you". If court allows plaintiff has voicemails saved and can play them aloud in court as material facts.

84. On 6/18/2014 Defendant responded to the CFPB TCPA harassing phone call complaint and stated "the case requires additional time for research" See Exhibit K

85. Plaintiff received a TCPA Settlement Claim Form on or about August 24, 2014 for the case MDL No. 2416, Master Docket No. 1:12-cv-10064 (N.D. Illinois). Exhibit L

86. Plaintiff sent a letter of exclusion and opting out of the TCPA Class Action settlement against defendant on September 4, 2014 (See Exhibit M)

87. Capital One TCPA Class Settlement Claims Administrator received the plaintiff's opt out letter on September 19, 2014. See Exhibit M

88. Defendant willfully made excessive harassing phone calls to plaintiff on his cell phone during work hours. See Exhibit K

89. Plaintiff had to resort to blocking defendant's phone number due to harassment.

90. Defendant has refused to provide a record of every call to plaintiff's cell phone.

91. By virtue of a settlement agreement in Ross v. Bank of America N.A. (USA), et al., S.D.N.Y., Case No. 1:05-cv-07116-WHP-JCF, Capital One is estopped from seeking to enforce any consumer arbitration clauses in the underlying credit card contracts with plaintiff and the and such clauses are null and void.

CAUSES OF ACTION
KNOWING AND/OR WILLFUL VIOLATIONS OF THE TELEPHONE CONSUMER
PROTECTION ACT, 47 U.S.C. § 227 ET SEQ.

92. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if fully stated herein.

93. The foregoing acts and omissions of Capital One constitute numerous and multiple knowing and/or willful violations of the TCPA, including but not limited to each of the above-cited provisions of 47 U.S.C. § 227 et seq.

94. As a result of Capital One's knowing and/or willful violations of 47 U.S.C. § 227 et seq., Plaintiffs is entitled to treble damages of up to \$1,500.00 for each and every call in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3).

CAUSE OF ACTION
KNOWING AND/OR WILLFUL VIOLATIONS OF THE TRUTH IN LENDING ACT
(Violation of 15 U.S.C section 1642 & 1631)

95. Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth fully herein.

96. Capital One Bank USA N.A violated 15 U.S.C 1642 by issuing a credit card to plaintiff that was not in response to a credit card application was not renewal of an existing card, or a substitution of an existing accepted card.

97. Capital One Bank USA N.A Violated 15 U.S.C 1631 by issuing an unsolicited credit card acct ending in 0070 to plaintiff and not disclosing, (1. Conditions under which finance charge may be imposed, 2. Method determining how finance charge will be imposed 3. Method determining amount of finance charge or identification of other charges that may be imposed as part of the open end credit plan.)

98. As a result of defendants conduct plaintiff has suffered damages by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional distress, mental anguish, humiliation and embarrassment of credit denials.

99. Therefore plaintiff is entitled to actual damages pursuant to 15 U.S.C 1640 & twice the amount of any finance charge in connection with the transaction, with a minimum of \$500 and a maximum of \$5,000, or such higher amount as may be appropriate in the case of an established pattern or practice of such failures.

KNOWING AND OR WILLFULL VIOLATIONS OF THE FAIR CREDIT REPORTING
ACT
(Violation of 15 USC 1681s-2(B))

100. Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth fully herein.

101. Capital One USA Na violated the Fair Credit Reporting Act, 15 U.S.C section 1681s-2(B) failing to properly investigate plaintiffs dispute of acct ending in 0070, by failing to review all relevant information regarding acct ending in 0070, by failing to accurately respond to all three credit bureaus, by failing to correctly report results of an accurate investigation to TransUnion, Equifax and Experian credit reporting agency in a timely fashion; and by failing to permanently and lawfully correct its own internal record to prevent the re-reporting of the capital one representations to the consumer reporting agencies.

102. As a result of this conduct, action and inaction of Capital One USA NA, the plaintiff suffered damages by loss of credit; loss of the ability to purchase and benefit from credit; and the mental and emotional distress, mental anguish, humiliation and embarrassment of credit denials.

103. Capital One's conduct, action and inaction were willful, rendering it liable for actual or statutory, and punitive damages in an amount to be determined by the court pursuant to 15

U.S.C. section 1681n. In the alternative, it was negligent entitling plaintiff to recover actual damages under 15 U.S.C 1681o.

**KNOWING AND WILLFUL VIOLATIONS OF THE FAIR DEBT COLLECTION
PRACTICES ACT**
(Violation of 15 U.S.C. 1692(D), (E)(10), (F), (G) (J))

104. Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth fully herein.

105. Plaintiff is a consumer defined at 15 U.S.C. 1692(a)(3), defendant is a debt collector defined and 15 USC 1692(a)(6), Defendant is trying to collect a debt defined at 15 usc 1692(a)(5).

106. Defendant uses instrumentality of interstate commerce and the mails in business and their principal purpose of which is to collect debts, and defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

107. Plaintiff is least sophisticated consumer and 15 USC 1692g requires defendant to provide Plaintiffs with verification of the alleged debt once received. 15 USC 1692g (5) (b) requires defendants to cease all collection activity until the debt collector obtains verification of the alleged debt. Defendants and each of them has failed to provide one scintilla of proof of their alleged debt. However defendants continue to make attempts at collection of the alleged debt through erroneous credit reporting and excessive phone calls.

108. Defendants violated the FDCPA, and caused damages to Plaintiff by their failure to comply with the Act. Defendant's violations include, but are not limited to the following; a. Defendant violated §1692d of the FDCPA by engaging in conduct the natural consequences of which is to harass, oppress, or abuse any person in connection with the collection of an alleged debt.

109. Defendants were fully aware that each of them were/are unable to provide a Performance contract executed by Plaintiffs, whereby Plaintiffs are obligated to defendants.

110. Defendant Violated 15 USC 1692j which states: (a) It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating

111. Defendant use false misrepresentations and deceptive means to collect a debt.

112. Therefore defendants are liable to Plaintiffs for damages to their consumer Credit reports which resulted in higher emotional, mental stress, insomnia, embarrassment, loss of sleep, anxiety, and other related damages due to defendant's acts.

Relief Requested

113. Wherefore, Plaintiff respectfully requests the court grant statutory damages for: Wilful and or knowing violations of the FCRA \$12,000 for three months of derogatory reporting to each major credit bureau, Willful and or knowing violations of the FDCPA \$1,000, Willful and knowing violations of the TCPA \$40,500 for 27 willful calls to cellular phone, Willful and knowing violations of the TILA/Regulation Z for \$5000

114. Statutory damages totaling \$57,500

115. An award of attorney fees, time spent, and costs associated to the causes of action.

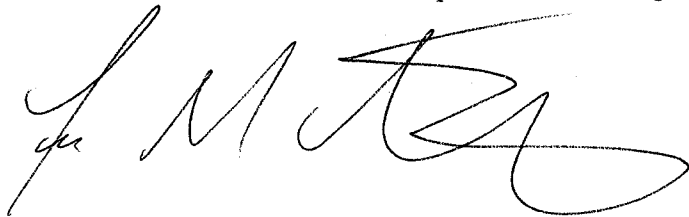
116. Actual damages for amount determined by jury/court

117. Punitive damages for amount determined by jury/court

118. Plaintiff also demands attorney fees and costs associated with this action.

119. Such other relief as the court deems just and proper.

120. Plaintiff reserves the right to amend and or plead any additional causes of action based material facts made available in response to the complaint and in discovery.

A handwritten signature in black ink, appearing to read 'Frank Anthony', with a large, stylized flourish at the end.

Dated 10/9/14

Frank Anthony – Pro Se Plaintiff

Exhibit A:

Capital One Letters conceding the account ending 0070



P.O. Box 30277
Salt Lake City, UT 84130-0277

5958

FRANK ANTHONY
164 LUDLOW ST APT 1
NEW YORK, NY 10002

June 12, 2014
RE: 5120258243260070

Dear FRANK ANTHONY:

I'm happy to tell you that your Capital One identity fraud investigation is now closed.

I understand that when you experience fraud, it's a serious situation that can be both stressful and inconvenient. That's why I immediately closed the Capital One account noted above as soon as I learned about this situation. As part of our \$0 fraud liability promise, you were not held responsible for any fraudulent charges.

Here's more good news. You don't need to do anything else regarding this account.

Now that the investigation is finished, I've taken all necessary steps to remove all information regarding this Capital One account from your credit bureau report. (Just so you know, even though we have made the request, it may take up to 90 days for the credit bureau to update your credit information.)

Capital One is committed to fighting the fraudulent use of credit cards. I truly hope you're satisfied with the attention we gave your fraud investigation. If you have questions, please give me a call toll free at 800-215-1921, ext. 291-0924.

Thanks again for your help, as well as your patience and understanding.

Sincerely,

Christie B.
Customer Fraud Protection
Phone: 800-215-1921, ext. 291-0924
Fax: 866-377-1123
Dept. hours of operation: Monday – Friday, 9 a.m. – 8 p.m. ET

Capital One

P.O. Box 30281
Salt Lake City, UT 84130-0281

0-0

4282

June 14, 2014

Frank J Anthony
164 Ludlow St Apt 1
New York, NY 10002

Re: xxxxxxxxxxxx0070
Case #: 10002011399005

Dear Frank J Anthony:

Thanks for contacting us about your credit bureau report. After researching your account, we've:

Updated the above referenced account to be removed from your Credit Bureau Report.

We've also forwarded this information to the following credit reporting agencies so they can update your credit report:

Experian	Equifax	TransUnion	Innovis
P.O. Box 9701	P.O. Box 740256	P.O. Box 2000	P.O. Box 1640
Allen, TX 75013	Atlanta, GA 30374	Chester, PA 19022	Pittsburgh, PA, 15230
1-888-397-3742	1-800-685-1111	1-800-888-4213	1-800-540-2505
www.experian.com	www.equifax.com	www.transunion.com	www.innovis.com

The credit reporting agencies may take up to 60 days to update the information on your credit report. You can contact the agencies directly if you have questions.

If you have questions regarding your account, please give us a call at 1-800-955-7070. Our Customer Service Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Capital One Services, LLC

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32 140615 PAGE 00001 OF 00001 DCCASP
COLR9449 6056 0087 204

Exhibit B:

Capital One Letter from the Executive Office

Exhibit B



Capital One®
PO Box 85699
Richmond, VA 23285-5699

December 12, 2013

Frank J. Anthony
164 Ludlow Street Apt 1
New York, NY 10002-1560

Re: Account ending in 3616
Capital One Case: 10001955289441

Dear Frank J. Anthony,

Your letter, dated November 22, 2013, has been forwarded to my attention for response. You ask that we provide you with documentation confirming that this is your account, and that we cease contacting you regarding payment for this account. I am happy to share more information with you about this.

Our records show this account was opened on August 21, 2006, after HSBC Bank approved your application requesting a credit card. Earlier this year, Capital One began servicing this account, along with most HSBC accounts. For your review, we have enclosed a copy of your Customer Agreement. We also have enclosed statement copies issued from September 2013 through November 2013, which represent the progression of the account balance during this period. Further, we were able to link the mailing address of account record to you.

Payments to this account have been made from a Bank of America checking account, ending in 6251. We have confirmed that this bank account belongs to you. Based on this information, and the enclosed documentation, we find that you are financially responsible for this account.

As of December 9, 2013, the account has been permanently restricted and closed. Per your Customer Agreement, in the event you default on your contractual obligations to us, "you must pay us all of our collection expenses, attorneys' fees and court costs unless the law does not allow us to collect those amounts". We would like to avoid taking additional steps, and encourage you to continue making regular payments equal to or greater than the minimum payment requirement each billing period until the balance reaches \$0.

As you requested, we have updated your account to cease further contacts by telephone or in writing in an attempt to collect the debt, other than to provide you with notices or other communications required by law. Please know that Capital One has a valid contract with you for the amounts you owe and reserves the right to enforce our contract by all available means allowed by law.

Exhibit B

The federal Fair Credit Reporting Act requires us to have policies and procedures in place to ensure that we report relevant credit information – both positive and negative – about our customers accurately and with integrity. These policies and procedures dictate that we report an accurate reflection of your account's history with Capital One. We have reviewed this account and confirmed that it is accurately reporting to the consumer reporting agencies. We are unable to change accurate information.

Because you dispute the validity of this account, we have submitted a request to the consumer reporting agencies to code this tradeline as Disputed. Please allow 30-60 days for the consumer reporting agencies to update this request.

If you have any questions about how this may affect your credit file, please contact the consumer reporting agencies directly at the following:

Equifax	Experian	TransUnion
PO Box 740256 Atlanta, GA 30374	PO Box 9595 Allen, TX 75013	PO Box 2000 Chester, PA 19022
1-800-685-1111	1-888-397-3742	1-800-888-4213

We have also removed your name and address from future Capital One credit offers. Please be advised that, if your name was previously selected for any of our special offers prior to this action, it is possible for you to receive information from us over the next several weeks; please disregard those offers.

Lastly, although Capital One has not assigned your account to an agency for collection efforts on its behalf, the Customer Agreement governing your account states that we may do so, "without your permission and without prior notice to you." Should Capital One decide to assign your account, "[y]ou must pay them and perform all of your obligations to them and not us." Please see page 15 of your Customer Agreement for more information.

We appreciate the opportunity to address your concerns. If you have any additional questions, you may contact me at 1-800-955-1455. I can be reached Monday through Friday, between the hours of 8:30 a.m. and 4 p.m. ET.

Sincerely,



Elliott Buettner
Office of Executive Resolutions
Capital One

Enclosures

Exhibit C:

Consumer Financial Protection Bureau Bulletin



Consumer Financial
Protection Bureau

1700 G Street, N.W., Washington, DC 20552

CFPB Bulletin 2013-07

Date: July 10, 2013

Subject: Prohibition of Unfair, Deceptive, or Abusive Acts or Practices in the
Collection of Consumer Debts

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), all covered persons or service providers are legally required to refrain from committing unfair, deceptive, or abusive acts or practices (collectively, UDAAPs) in violation of the Act. The Consumer Financial Protection Bureau (CFPB or Bureau) is issuing this bulletin to clarify the contours of that obligation in the context of collecting consumer debts.

This bulletin describes certain acts or practices related to the collection of consumer debt that could, depending on the facts and circumstances, constitute UDAAPs prohibited by the Dodd-Frank Act. Whether conduct like that described in this bulletin constitutes a UDAAP may depend on additional facts and analysis. The examples described in this bulletin are not exhaustive of all potential UDAAPs. The Bureau may closely review any covered person or service provider's consumer debt collection efforts for potential violations of Federal consumer financial laws.

A. Background

UDAAPs can cause significant financial injury to consumers, erode consumer confidence, and undermine fair competition in the financial marketplace. Original creditors and other covered persons and service providers under the Dodd-Frank Act involved in collecting debt related to any consumer financial product or service are subject to the prohibition against UDAAPs in the Dodd-Frank Act.¹

In addition to the prohibition of UDAAPs under the Dodd-Frank Act, the Fair Debt Collection Practices Act (FDCPA) also makes it illegal for a person defined as a "debt collector" from engaging in conduct "the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt,"² to "use

¹ See Dodd-Frank Act, §§ 1002, 1031 & 1036(a), codified at 12 U.S.C. §§ 5481, 5531 & 5536(a). It is also prohibited for any person, even if not a covered person or service provider, to knowingly or recklessly provide substantial assistance to a covered person or service provider in violating section 1031 of the Dodd-Frank Act. See Dodd-Frank Act, § 1036(a)(3), 12 U.S.C. § 5536(a)(3). The principles of "unfair" and "deceptive" practices in the Act are informed by the standards for the same terms under Section 5 of the Federal Trade Commission Act (FTC Act). See CFPB Examination Manual v.2 (Oct. 2012) at UDAAP 1 (CFPB Exam Manual). To the extent that this Bulletin cites FTC guidance or authority, such references reflect the views of the FTC, and are not binding upon the Bureau in interpreting the Dodd-Frank Act's prohibition on UDAAPs.

² FDCPA § 806, 15 U.S.C. § 1692d.

any false, deceptive, or misleading representation or means in connection with the collection of any debt,”³ or to “use any unfair or unconscionable means to collect or attempt to collect any debt.”⁴ The FDCPA generally applies to third-party debt collectors, such as collection agencies, debt purchasers, and attorneys who are regularly engaged in debt collection.⁵ All parties covered by the FDCPA must comply with any obligations they have under the FDCPA, in addition to any obligations to refrain from UDAAPs in violation of the Dodd-Frank Act.

Although the FDCPA’s definition of “debt collector” does not include some persons who collect consumer debt, all covered persons and service providers must refrain from committing UDAAPs in violation of the Dodd-Frank Act.⁶

B. Summary of Applicable Standards for UDAAPs

1. Unfair Acts or Practices

The Dodd-Frank Act prohibits conduct that constitutes an unfair act or practice. An act or practice is unfair when:

- (1) It causes or is likely to cause substantial injury to consumers;
- (2) The injury is not reasonably avoidable by consumers; and
- (3) The injury is not outweighed by countervailing benefits to consumers or to competition.⁷

A “substantial injury” typically takes the form of monetary harm, such as fees or costs paid by consumers because of the unfair act or practice. However, the injury does not have to be monetary.⁸ Although emotional impact and other subjective types of harm will not ordinarily amount to substantial injury, in certain circumstances emotional impacts may amount to or contribute to substantial injury.⁹ In addition, actual injury is not required; a significant risk of concrete harm is sufficient.¹⁰

³ FDCPA § 807, 15 U.S.C. § 1692e. This provision also imposes affirmative obligations on “debt collectors” under the FDCPA when collecting consumer debts.

⁴ FDCPA § 808, 15 U.S.C. § 1692f. This provision also imposes affirmative obligations on “debt collectors” under the FDCPA when collecting consumer debts.

⁵ See FDCPA § 803(6), 15 U.S.C. § 1692a(6). The FDCPA also covers, as a “debt collector,” a creditor who, in collecting its own debts, uses any name other than its own which would indicate that a third person is attempting to collect the debts.

⁶ The FDCPA also reaches any person who designs, compiles, or furnishes forms knowing such forms would be used to create the false belief in a consumer that a person other than the creditor is participating in collecting the creditor’s debts. See FDCPA § 812, 15 U.S.C. § 1692j.

⁷ Dodd-Frank Act §§ 1031, 1036, 12 U.S.C. §§ 5531, 5536.

⁸ CFPB Exam Manual at UDAAP 2; see also *FTC v. Accusearch, Inc.*, 06-cv-105-D, 2007 WL 4356786, at *7-8 (D. Wyo. Sept. 28, 2007); FTC Policy Statement on Unfairness (Dec. 17, 1980), available at <http://www.ftc.gov/bcp/policystmt/ad-unfair.htm>.

⁹ CFPB Exam Manual at UDAAP 2.

¹⁰ *Id.*

An injury is not reasonably avoidable by consumers when an act or practice interferes with or hinders a consumer's ability to make informed decisions or take action to avoid that injury.¹¹ Injury caused by transactions that occur without a consumer's knowledge or consent is not reasonably avoidable.¹² Injuries that can only be avoided by spending large amounts of money or other significant resources also may not be reasonably avoidable.¹³ Finally, an act or practice is not unfair if the injury it causes or is likely to cause is outweighed by its consumer or competitive benefits.¹⁴

Established public policy may be considered with all other evidence to determine whether an act or practice is unfair, but may not serve as the primary basis for such determination.¹⁵

2. *Deceptive Acts or Practices*

The Dodd-Frank Act also prohibits conduct that constitutes a deceptive act or practice. An act or practice is deceptive when:

- (1) The act or practice misleads or is likely to mislead the consumer;
- (2) The consumer's interpretation is reasonable under the circumstances;
and
- (3) The misleading act or practice is material.¹⁶

To determine whether an act or practice has actually misled or is likely to mislead a consumer, the totality of the circumstances is considered.¹⁷ Deceptive acts or practices can take the form of a representation or omission.¹⁸ The Bureau also looks at implied representations, including any implications that statements about the consumer's debt can be supported. Ensuring that claims are supported before they are made will minimize the risk of omitting material information and/or making false statements that could mislead consumers.

To determine if the consumer's interpretation of the information was reasonable under the circumstances when representations target a specific audience, such as older Americans or financially distressed consumers, the communication may be considered from the perspective of a reasonable member of the target audience.¹⁹ A statement or information can be misleading even if not all consumers, or not all consumers in the targeted group, would be misled, so long as a significant minority

¹¹ *Id.*

¹² *Id.*

¹³ *See id.* at 2-3.

¹⁴ Dodd-Frank Act § 1031(c)(1)(B), 12 U.S.C. § 5531(c)(1)(B); *see also* CFPB Exam Manual at UDAAP 2.

¹⁵ Dodd-Frank Act § 1031(c)(2), 12 U.S.C. § 5531(c)(2); *see also* CFPB Exam Manual at UDAAP 3.

¹⁶ The standard for "deceptive" practices in the Dodd-Frank Act is informed by the standards for the same terms under Section 5 of the FTC Act. *See* CFPB Exam Manual at UDAAP 5.

¹⁷ CFPB Exam Manual at UDAAP 5.

¹⁸ *Id.*

¹⁹ *See id.* at 6.

would be misled.²⁰ Likewise, if a representation conveys more than one meaning to reasonable consumers, one of which is false, the speaker may still be liable for the misleading interpretation.²¹ Material information is information that is likely to affect a consumer's choice of, or conduct regarding, the product or service. Information that is likely important to consumers is material.²²

Sometimes, a person may make a disclosure or other qualifying statement that might prevent consumers from being misled by a representation or omission that, on its own, would be deceptive. The Bureau looks to the following factors in assessing whether the disclosure or other qualifying statement is adequate to prevent the deception: whether the disclosure is prominent enough for a consumer to notice; whether the information is presented in a clear and easy to understand format; the placement of the information; and the proximity of the information to the other claims it qualifies.²³

3. *Abusive Acts or Practices*

The Dodd-Frank Act also prohibits conduct that constitutes an abusive act or practice. An act or practice is abusive when it:

- (1) Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service; or
- (2) Takes unreasonable advantage of –
 - (A) a consumer's lack of understanding of the material risks, costs, or conditions of the product or service;
 - (B) a consumer's inability to protect his or her interests in selecting or using a consumer financial product or service; or
 - (C) a consumer's reasonable reliance on a covered person to act in his or her interests.²⁴

It is important to note that, although abusive acts or practices may also be unfair or deceptive, each of these prohibitions are separate and distinct, and are governed by separate legal standards.²⁵

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Id.*; see also CFPB Bulletin 12-06, Marketing of Credit Card Add-On Products (July 12, 2012), available at http://files.consumerfinance.gov/f/201207_cfpb_bulletin_marketing_of_credit_card_addon_products.pdf.

²⁴ Dodd-Frank Act § 1031(d), 12 U.S.C. § 5531(d); see also CFPB Exam Manual at UDAAP 9; Stipulated Final Judgment and Order, Conclusions of Law ¶ 12, 9:13-cv-80548 and Compl. ¶¶ 55-63, *CFPB v. Am. Debt Settlement Solutions, Inc.*, 9:13-cv-80548 (S.D. Fla. May 30, 2013), available at http://files.consumerfinance.gov/f/201305_cfpb_proposed-order_adss.pdf and http://files.consumerfinance.gov/f/201305_cfpb_complaint_adss.pdf. The Stipulated Final Judgment and Order was signed by U.S. District Judge Middlebrooks and entered on the court docket on June 6, 2013. See Stipulated Final J. & Order [ECF Docket Entry No. 5], 9:13-cv-80548 (S.D. Fla.).

²⁵ CFPB Exam Manual at UDAAP 9.

C. Examples of Unfair, Deceptive and/or Abusive Acts or Practices

Depending on the facts and circumstances, the following non-exhaustive list of examples of conduct related to the collection of consumer debt could constitute UDAAPs. Accordingly, the Bureau will be watching these practices closely.

- **Collecting or assessing a debt and/or any additional amounts in connection with a debt (including interest, fees, and charges) not expressly authorized by the agreement creating the debt or permitted by law.²⁶**
- **Failing to post payments timely or properly or to credit a consumer's account with payments that the consumer submitted on time and then charging late fees to that consumer.²⁷**
- **Taking possession of property without the legal right to do so.**
- **Revealing the consumer's debt, without the consumer's consent, to the consumer's employer and/or co-workers.²⁸**
- **Falsely representing the character, amount, or legal status of the debt.**
- **Misrepresenting that a debt collection communication is from an attorney.**
- **Misrepresenting that a communication is from a government source or that the source of the communication is affiliated with the government.**
- **Misrepresenting whether information about a payment or non-payment would be furnished to a credit reporting agency.²⁹**
- **Misrepresenting to consumers that their debts would be waived or forgiven if they accepted a settlement offer, when the company does not, in fact, forgive or waive the debt.³⁰**
- **Threatening any action that is not intended or the covered person or service provider does not have the authorization to pursue, including**

²⁶ See Compl. ¶¶ 34-38 & 43-44, *FTC v. Fairbanks Capital Corp.*, 03-12219 (D. Mass. Nov. 12, 2003) (alleging that the charging of late fees and other associated charges was unfair practice under Section 5 of the FTC Act and a violation of §§ 807 and 808 of the FDCPA), available at <http://www.ftc.gov/os/2003/11/0323014comp.pdf>.

²⁷ *Id.* ¶¶ 22-25.

²⁸ See, e.g., Compl. ¶¶ 24 & 30-31, *FTC v. Cash Today, Ltd.*, 3:08-cv-590 (D. Nev. Nov. 12, 2008), available at <http://www.ftc.gov/os/caselist/0723093/081112cmp0923093.pdf>, (asserting that Cash Today engaged in unfair collection practices in violation of Section 5 of the FTC Act by, among other things, disclosing the existence of consumer's debt to employers, co-workers, and other third parties despite being told by consumers not to contact their workplaces); *FTC v. LoanPointe, LLC.*, 2:10 CV 00225-DAK, 2011 WL 4348304, at *5 -6 (D. Utah Sept. 16, 2011) (finding that disclosure of existence and amount of debt to consumer's employer without consumer's prior approval constitutes an unfair practice under the FTC Act).

²⁹ See, e.g., *In re Am. Express Centurion Bank*, Joint Consent Order at 3 (Oct. 1, 2012), available at <http://files.consumerfinance.gov/f/2012-CFPB-0002-American-Express-Centurion-Consent-Order.pdf>.

³⁰ *Id.*

false threats of lawsuits, arrest, prosecution, or imprisonment for non-payment of a debt.

Again, the obligation to avoid UDAAPs under the Dodd-Frank Act is in addition to any obligations that may arise under the FDCPA. Original creditors and other covered persons and service providers involved in collecting debt related to any consumer financial product or service are subject to the prohibition against UDAAPs in the Dodd-Frank Act. The CFPB will continue to review closely the practices of those engaged in the collection of consumer debts for potential UDAAPs, including the practices described above. The Bureau will use all appropriate tools to assess whether supervisory, enforcement, or other actions may be necessary.

Exhibit D

Inaccurate reporting for accounting ending 3616

*Payment
Closure*



When I read your story, I was
impressed by your good writing.

2004

2004 OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG 2003

Phone number [REDACTED]
Partial account number [REDACTED]
Address identification number [REDACTED]

Date opened	Type
May 2004	Credit card
First reported	Terms
May 2004	Not reported
Date of status	Monthly
Oct 2006	payment
	Not reported

Credit limit or original amount	Recent balance
Not reported	Not reported
High balance	
\$5,022	

Responsibility
Individual
Status
Paid,Closed/New
This account is s
2016.

Comment

2006

2006

OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY
CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS	CUS

2005

2004

CAPITAL ONE
PO BOX 30281
SALT LAKE CITY UT 84130
Phone number
(800) 955 7070
Partial account number
612025500319
Address identification number

Date opened	Type
Aug 2006	Credit card
First reported	Terms
Aug 2006	Not reported
Date of status	Monthly payment
Dec 2013	\$58

Credit limit or original amount	Recent balance
\$1,300	\$1,311 as of Dec 2013
High balance	Recent payment
\$1,311	\$31

Responsibility
Individual
Status
Closed/Never late
This account is s
2023

Comment

Account closed at consumer's request and in dispute under FCRA.

2013

2013 DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN 2012

2041

2009 2010 2011

2009

8002

2007

Account history - if your creditor reported your account balances to us, we list them in this section as additional information about your account. Your balance history may also include your credit limit and high balance or the original loan amount for an installment loan. This section also includes the scheduled payment amounts, amounts actually paid and the dates the payments were made.

AB = Account balance (\$)

AB = Account balance (\$) **DPR** = Date payment received

ly paid and the dates those pay

Actual amount paid (\$)

	= Actual amount paid (\$)					
	Jun12	May12	Apr12	Mar12	Feb12	Jan12
1,278	1,027	1,044	1,132	1,287		
May17	Apr30	Mar19	Feb18	Jan17		

0680073904

Consumer Credit Report for FRANK J. ANTHONY

File Number: 338185558 Date Issued: 01/08/2014

	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010	10/2010
Balance	\$2,830	\$2,862	\$3,044									
Scheduled Payment	\$49	\$52	\$55									
Amount Paid	\$52	\$66	\$161									
Past Due	\$0	\$0	\$0									
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	01/2008
Rating	OK

Date Opened: 12/12/2009
 Responsibility: Individual Account
 Account Type: Revolving Account
 Loan Type: CREDIT CARD

Date Updated: 01/03/2014
 Payment Received: \$36
 Last Payment Made: 07/25/2013

Pay Status: Current; Paid or Paying as Agreed
 Terms: Paid Monthly
 Date Closed: 12/06/2013
 Date Paid: 07/25/2013

High Balance: High balance of \$758 from 07/2011 to 01/2014

Credit Limit: Credit limit of \$750 from 07/2011 to 01/2014

Remarks: ACCOUNT CLOSED BY CONSUMER; CLOSED

	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013
Balance	\$0	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Scheduled Payment		\$25										
Amount Paid	\$36	\$36	\$36	\$36	\$36	\$36	\$39	\$39	\$39	\$39	\$39	\$3
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012
Balance	\$0	\$39	\$2	\$549	\$566	\$581	\$597	\$0	\$0	\$4	\$589	\$8
Scheduled Payment		\$25	\$2	\$25	\$25	\$25	\$25	\$0	\$0	\$4	\$25	\$2
Amount Paid	\$39	\$2	\$2	\$25	\$25	\$25	\$4	\$4	\$4	\$512	\$43	\$3
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011
Balance	\$0	\$38	\$0	\$204	\$74	\$0	\$320					
Scheduled Payment	\$0	\$25	\$0	\$15	\$15	\$0	\$15					
Amount Paid	\$38	\$205	\$205	\$146	\$320	\$320	\$104					
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0					
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	01/2011	12/2010	11/2010	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

CAPITAL ONE BANK USA NA #512025500319**** (PO BOX 30281, SALT LAKE CITY, UT 84130, (800) 258-9319)

Date Opened: 08/21/2006
 Responsibility: Individual Account
 Account Type: Revolving Account
 Loan Type: CREDIT CARD

Date Updated: 12/18/2013
 Payment Received: \$31
 Last Payment Made: 11/13/2013

Pay Status: Current; Paid or Paying as Agreed
 Terms: \$58 per month, paid Monthly
 Date Closed: 12/05/2013

High Balance: High balance of \$1,238 from 07/2011 to 01/2012; \$1,287 from 02/2012 to 11/2013; \$1,311 from 12/2013 to 12/2013

Credit Limit: Credit limit of \$1,300 from 07/2011 to 12/2013

Remarks: DISPUTE ACCT/CLSD BY CONSUMR

	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013
Balance	\$1,311	\$1,270	\$1,177	\$1,051	\$1,186	\$1,228	\$890	\$819	\$653	\$615	\$657	\$1,17
Scheduled Payment	\$58	\$33	\$31	\$29	\$31	\$28	\$25	\$25	\$25	\$25	\$25	\$3
Amount Paid	\$31	\$31	\$66	\$44	\$38	\$180	\$30	\$55	\$25	\$50	\$67	\$3
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012
Balance	\$1,196	\$1,212	\$1,231	\$1,250	\$1,208	\$1,227	\$1,278	\$1,027	\$1,044	\$1,132	\$1,287	\$77
Scheduled Payment	\$33	\$32	\$33	\$33	\$32	\$33	\$33	\$29	\$29	\$31	\$31	\$2
Amount Paid	\$32	\$33	\$35	\$32	\$33	\$50	\$30	\$30	\$101	\$130	\$25	\$2
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

To dispute online go to: <http://transunion.com/disputeonline>

P 381VY-003 00081-002290 10/31

Exhibit E

Affidavit of Affirmation for account ending 0070

Exhibit E

Frank Anthony
164 Ludlow St. Apt. 1
New York, NY 10002

AFFIDAVIT OF AFFIRMATION

Default Notice & Failure of Collector to Validate Debt Required
Under Federal Laws and State Statues

Notice to the Principal is Notice to the Agent
Notice to the Agent is Notice to the Principal

Capital One Bank N.A.
PO Box 30281
Salt Lake City, UT 84130

April 11 2014

RE: Account: [REDACTED] 0070

I'm writing you in reference to Account No. [REDACTED] 0070 and to dispute the payment claims associated with this alleged debt. It has been brought to my attention that my personal information has been fraudulently used without my knowledge and consent. As a result; I have been displaced by these actions through identity theft and fraud. This information is being inaccurately reported on my credit files with the three major Credit Bureaus.

Furthermore, I have not certified nor authenticated signature or been a willing participant to any endorsements. I am not the party listed in this account. My personal information has been unlawfully used. This is in direct violation of Federal and State Laws.

In order to receive full disclosure of any said contracts and the true nature of the fraud being carried out I am demanding that you provide full disclosure as a lawful due process requirement by and through the attached **NOTICE OF INTERROGATIVES** and incorporated herein by reference. If the requested information is not validated within 30

6

Exhibit E

days it shall confirm that ID fraud and / or signature forgeries, and unlawful displacement exist, and that possibly endorsements were used on commercial application[s] without my consent or knowledge and I was a victim and not the accommodating party to any of these fraudulent contracts, applications, adoption, or any transfer agreements.

This Affidavit is to advise the collector that they have violated Federal Laws pursuant to Title 15 USC sec. 1692 Prohibited Activities, Chapter 41-Consumer Credit Protection Act, Subchapter V Validation Debt, 18, U.S.C.A. 1961 et. seq. Fair Credit Reporting Act 91-508, and Uniform Commercial Codes. U.C.C. seq. 1-201. (39) - 3-503. (cii) - 3-104. (e) - 1-207. - 1-103. - 3-401. (a)(b) - 3-302, Bank Act of 1864, USC Title 12- Banks & Banking.

Answer all questions and submit requested information to the address provided above. Please note; do not submit any financial statements, contracts, or applications that do not include my original wet signature or presently dated certified copy of original wet signature. Any documents or instruments of this type that does not meet the above requirements are unacceptable forms for verification that a debt exists due to expected material alteration of any original documents. .

Failure to acknowledge or provide the requested information shall serve as confirmation that my claims are undisputed; that my personal information has been materially altered from which I have received no benefit. Furthermore, this also proves I am indeed a victim of identity theft and fraud. I therefore demand you contact Equifax, Experian and TransUnion in accordance with Fair Credit Reporting Act, State, and Federal Law. You are misrepresenting information that is adversely impacting my credit file. You should notify Equifax, Experian and TransUnion and any other agencies you have reported this alleged debt to; to have these inaccuracies removed.

This affidavit is made under penalties of perjury and must be responded to by a **Counter Affidavit** within 10 days or it will stand as undisputed fact as a matter of law. The Collector must rebut my affidavit point-for-point. An affidavit is someone's solemn expression of truth. The foundation of the law, commerce, and the whole legal system consists of telling the truth ("I swear to tell the truth, the whole truth..."), either by testimony, deposition, and/or by **affidavit**. The Collector knows or should have known that an affidavit must swear to the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete liability for the statements contained in it and **must be prepared to prove his or her statements preferably with documentation** that is unimpeachable. The Collector knows or should have known that the failure to follow the correct process of rebutting an affidavit or ANY ATTEMPT TO PRESENT REBUTTAL EVIDENCE THAT IS NOT SWORN TO BE TRUE **INVALIDATES SUCH RESPONSE AS IF NO EVIDENCE OR REBUTTAL WERE GIVEN AT ALL.**

We the collector(s) by our failure to **validate** debt through our own admission agree that there is no debt that exists with the consumer. Collector has not mailed **VERIFIED** copies of documentary evidence of indebtedness with the consumer after 30 day written notice was received from consumer for collector to validate debt.

Exhibit E

Collector is required to timely complete and return Discovery and Disclosure Statement, along with all required documents referenced in said Disclosure Statement. Collector's claim will not be considered if any portion of the Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite **VERIFICATION**, made in accordance with law and codified in the **Fair Debt Collection Practices Act at 15 USC § 1692. Freedom of Information Act 5 USC.**

COLLECTOR'S failure, both intentional and otherwise, in completing/answering INTERROGITIVES and returning the accused Disclosure Statement, as well as providing accused with the requisite VERIFICATION validating the hereinabove-referenced alleged debt, constitutes COLLECTOR'S tacit agreement that COLLECTOR'S has no verifiable, lawful, bona fide claim.

I am demanding that you remove this fraudulent account from my credit records within 72 hours of the certified receipt of this letter. If you fail to remove this fraudulent item by notifying the 3 major credit bureaus, EQUIFAX, TRANSUNION, & EXPERIAN and any and all other agencies you have reported this fraudulent debt to, **I will file charges against you in FEDERAL COURT for the full amount of the false and fraudulent allegations, plus any tort damages due to the reporting of fraudulent information, along with any court, and legal expenses.**

CONCLUSION

I am mentally competent to make these statements of fact and I do recognize right from wrong. If the statements herein damage anyone, if he/she/or they will inform me by facts in affidavit form, I will sincerely make every effort to amend my declaration to suit the truth and facts made. I hereby and herein reserve the right to amend and make amendments to this document as necessary in order that the truth may be ascertained and proceedings justly determined. If the parties given notice by means of this document have information that will controvert and overcome this affidavit advise me in written affidavit form within 30 days from certified receipt of this document providing me with your counter affidavit demonstrating with particularity by stating all requisite actual evidentiary facts and all requisite actual law and not merely non-detailed irrelevant facts or inconclusive irrelevant facts of law. If the counter affidavit is substantially and materially false and made in order to attempt to change my authenticated status and declarations of fact by assumption,

Exhibit E

falsification of the record, and general unlawful and illegal actions, the counter affidavit will stand as unfounded and may be subject to penalty of perjury.

Your silence stands as consent and as implied and tacit approval of the factual declarations herein being established as fact as a matter of law.

I *Frank J. Anthony* declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

X

[Made pursuant to Title 28USCA Section 1746]

**INTERROGATIVES
ALLEGED DEBT COLLECTOR DISCLOSURE STATEMENT
Re "Offer of Performance"**

This statement and the answers contained herein may be used by the Issuer & Maker, if necessary, in any court of competent jurisdiction

Respondent's Interrogatives for Alleged Creditor

Notice: This Debt Collector Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the Fair Debt Collection Practices Act, 15 USC § 1692g and the Freedom of Information Act 5 USCA § 552, applicable portions of Truth in Lending (Regulation Z), 12 CFR 226 Contract Disclosure and UCC 1-308, 3-603, 9-311 and demands as cited above in Offer of Performance. Debt Collector must make all required disclosures clearly and conspicuously in writing re the following:

1. NAME OF ALLEGED DEBT COLLECTOR:
.....
2. Address of Debt Collector:
.....
3. Correct Lawful Name of Living Being, alleged Debtor:
©.....
4. Address of alleged Debtor:
5. Alleged Account Number:
#####.....
6. Alleged debt owed: \$
\$#####.....
7. Date alleged debt became payable:
.....
8. Has alleged Debtor ever offered Tender of Payment and if so in what manner?
.....
.....
9. Did alleged Creditor accept payment? Yes No
10. If payment was rejected please state the legal grounds for such. Please provide statute of codes governing tender of payment of negotiable instruments.
.....
.....
.....
11. Are you the alleged Creditor aware that if tender of payment was offered by the alleged debtor but refused by the alleged Creditor then by the Laws that governed Negotiable Instruments [Uniform Commercial Code 3-603 Tender of Payment (b)] the alleged debt is considered discharged and alleged Creditor has no lawful claim over the former alleged debtor. Yes No
12. What is the name and address of the alleged Original Creditor who actually provided funds to the alleged debtor, if different from alleged Debt Collector?
.....
13. If Debt Collector is different from alleged Original Creditor, does Debt Collector have a bona fide affidavit of assignment the signature of the alleged debtor as an assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor?
YES NO
14. Did Debt Collector purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)

Exhibit E

15. If applicable, give the date of purchase of this alleged account from alleged Original Creditor, purchase amount, and a copy of the original transaction:

Date:	Amount:
\$	

16. Did Debt Collector purchase this alleged account from a previous debt collector? YES NO N/A
17. If applicable, date of purchase of this alleged account from previous debt collector, purchase amount, and a copy of the original transaction:

Date:	Amount:
\$	

18. Regarding this alleged account, Debt Collector is currently the:

(a) Owner; (b) Assignee; (c) Other-explain:

15. What are the terms of the transfer of rights in re this alleged account?

16. If applicable, transfer of rights re this alleged account was executed by the following method:

(a) Assignment; (b) Negotiation; (c) Novation; (d) Other - explain:

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in #17 above?

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?
YES NO N/A

20. What is the nature and cause of any value cited in #19 above?

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor? YES NO N/A

22. What is the nature and cause of any consent cited in #21 above?

23. Has the alleged Debt Collector provided alleged Debtor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in #23 was provided alleged Debtor with official copy and certification that it was sent to alleged debtor:

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?

Exhibit E

YES NO

26. Verification cited above in #23 was provided alleged Debtor in the form of : OATH AFFIDAVIT DEPOSITON
27. Does Debt Collector have knowledge of any claim(s)/Defense(s) re this alleged account? YES NO
28. What is the nature and cause of any claim(s)/defense(s) re this alleged account?
.....
29. Was alleged Debtor sold any products/services by Debt Collector? YES NO
30. What is the nature and cause of any products/services cited above in # 29?
.....
.....
31. Does there exist a verifiable, bona fide, original commercial instrument between alleged Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature? YES NO
32. What is the nature and cause of any verifiable commercial instrument cited above in # 31?
.....
.....
33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?
YES NO
34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?
.....
35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between alleged Debt Collector and alleged Debtor? YES NO
36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from # 35 above?
.....
37. Have any charge-offs been made by any creditor or debt collector regarding this alleged account? YES NO
38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account? YES NO
39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account? YES NO
40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account? YES NO
41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account? YES NO
42. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract? YES NO
43. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed Legal professional before executing the alleged contract? YES NO
44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit Instrument? YES NO

Debt Collector's failure, both intentional and otherwise, in completing/answering points "1" through "44" above and returning this Debt Collector Disclosure Statement, as well as providing Maker with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector tacitly agrees that Debt Collector waives all claims against Maker and indemnifies and holds Maker harmless against any and all costs and fees

heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove—referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

Date	Printed name of Signatory
------	---------------------------

Official Title of Signatory

Authorized Signature for Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC § 1692, Freedom of Information Act 5 USCA § 552 et seq., and which states in relevant part: "*A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt,*" which includes "*the false representation of the character, or legal status of any debt,*" and "*the threat to take any action that cannot legally be taken,*" all of which are violations of law.

If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Maker of this Document. Please allow thirty (30) days for processing after Respondents receipts of Debt Collector's response.

Exhibit E

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

2012 2920 0001 9799 6998

Sent To Capital One Bank N.A.
 Street, Apt. No., or PO Box No. PO Box 30281
 City, State, ZIP+4 Salt Lake City, UT 84130

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Jeff</u> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;">APR 19 2014</p>	
<p>1. Article Addressed to:</p> <p><u>Capital One Bank N.A.</u> <u>PO Box 30281</u> <u>Salt Lake City, UT 84130</u></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label) <u>7012 2920 0001 9799 6998</u></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Exhibit F

CFPB Complaint of Account ending 0070 & Investigation Results

Consumer Financial
Protection Bureau

Exhibit F

Welcome **Frank Anthony** [Logout]

Case number: 140423-001065

Part

STATUS

Response disputed

Equifax said:

Explanation of closure

Please be advised the following accounts verified your name, address, birthdate, and social security number: CAPITAL ONE BANK USA NA ***** and GECRB/GAP DC *****. Written confirmation was mailed to the address on file.

Response

Equifax reviewed the complaint, its records and initiated a reinvestigation. *Equifax did not receive any additional communications from the consumer during the review of the complaint. *Equifax will mail the results of the reinvestigation within 30 days.

WHAT HAPPENED**Product** Credit reporting**Issue** Incorrect information on credit report: Reinserted previously deleted information**Have you disputed the issue with the credit reporting company and received a final response?** Yes ☒ No ☐**Original dispute case number** 4060007236**Describe what happened so we can understand the issue...**

Disputed Capital One account ending 3616 & GECRB account ending 4157 on or about February 23 2104 after exhausting many attempts to satisfy the Freedom of Information Request from Nov. 22nd 2013. The Capital One account was not on the credit report and GECRB account was delete. As of April 1 21014 new accounts were issued and reported as debts and delinquent from Capital One Ending 0070 and GE Capital Retail Bank 2094. Both accounts are fraudulent as I did not consent to open them, they have been investigated and removed from my file.

Supporting documents

- Capital One & GECRB Investigation Results.pdf (191.99 KB)
- Transferred Accounts Removed.pdf (375.61 KB)
- Old Acct number capital one statements -3616.pdf (447.12 KB)
- New Acct number capital one docs 0070.pdf (232.62 KB)
- Evidence of GECRB Transferring Deleted Account.pdf (188.43 KB)
- Capital One new Account Info.pdf (910.13 KB)

PRODUCT INFORMATION**Information about the credit reporting company**

Equifax
P.O. Box 740256
Atlanta GA 30374
United States

Exhibit G

**Capital One inability to provide account history for the account ending
0070**

Exhibit G



002

Why does good **Credit Count?**

- Employers check credit references before hiring new people.
- Banks and leasing companies often base the interest rate they offer you on your credit rating.
- Achieving life goals such as buying a new car or owning your own home are facilitated by good credit.
- Credit Bureaus keep information on your record for up to ten years so a credit problem history can follow you around for a long time.

002-1001



04/30/14

FRANK J ANTHONY
164 LUDLOW ST APT 1
NEW YORK, NY 10002-1560

If you have any questions, please call Customer
Relations at:

1-800-955-7070

Or write to us at:

Capital One
PO Box 30285
Salt Lake City, UT 84130-0285

Dear Customer:

We have processed your request for billing statement copy(s). Enclosed are the billing statement(s) we have retrieved from our records. If any of the billing statement(s) requested is not contained within, it is because no statement was originally produced for the requested time frame.

Reasons for a statement not being produced include:

Your account had a zero balance. When an account has a zero balance on the billing statement closing date and there were no transactions that posted during that specific billing statement cycle, a billing statement is not created.

Your account had a due date change. Once your due date has been changed a new billing statement is not generated unless it has been at least 30 days since the last billing statement was generated.

Your account had recently been opened. When an account is opened the first billing statement will not be sent until the first billing cycle closing date.

Your account had already been closed, with a zero balance. Therefore, a billing statement is not created.

Sincerely,

Capital One Services, LLC

Enclosure(s)
Account #: XXXX-XXXX-XXXX-0070
AccountID: 10032630562

Exhibit H

Capital One Debt Collection Letters *excont ending 0070*



Capital One® Services, LLC
P.O. Box 30285, Salt Lake City, UT 84130

Exhibit 14

4736800000536845 8013 007

Frank J. Anthony
164 Ludlow St., Apt. 1
New York, NY 10002-1560

00005



WE WANT TO HELP BRING YOUR ACCOUNT UP TO DATE

Account ending in 0070
March 21, 2014

Dear Frank J. Anthony,

Although your account is past due, it's not too late to bring it up to date.
Take a look at some of your options:

- The best thing you can do is make your minimum payment of **\$116.00 by April 15** to bring your account up to date. You'll gain valuable peace of mind and you'll bring this account out of Collections.
- If you can't quite make that payment, you can still keep your account from becoming more delinquent by making a lower payment amount of **\$33.00 by April 15**. It's not a quick fix, but it's better than not paying anything.
- We also have flexible payment options that let you split payments up over several months.

Together we can find a solution. **Call us today at 1-866-932-8060**. We're here for you.

Sincerely,

The Customer Solutions Team
Capital One Services, LLC

3 FREE WAYS TO PAY



1-866-932-8060

Monday–Friday:
8 a.m.–11 p.m. ET
Saturday–Sunday:
8 a.m.–5 p.m.



capitalone.com



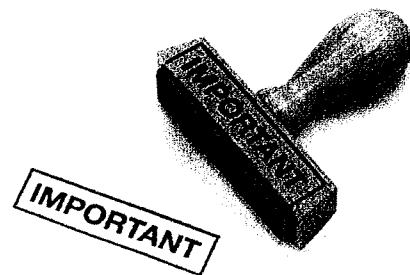
Capital One Services, LLC
P.O. Box 70886
Charlotte, NC 28272-9903

Letter ID 19345

CALL US TODAY

K07-00005-00001409

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PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION





Capital One® Services, LLC
P.O. Box 30285, Salt Lake City, UT 84130

Exhibit A

CALL US TODAY YOU STILL HAVE OPTIONS

48353000008221948 9015 008

Frank J. Anthony

Apt. 1

164 Ludlow St.

New York, NY 10002-1560

00009



Account Ending In: 0070

Account Balance: \$1,174.92

Card Status: 5 payments past due

Minimum Payment (to bring account up to date): \$177.00

Lower Payment Amount (to prevent further delinquency): \$61.00

April 21, 2014

Dear Frank J. Anthony,

You've had this account with us since August 2006 and your business is important to us. We need to work together now to turn this around, as Capital One will be **required to charge off this account** in less than 60 days if no payment is made.

Keep in mind that if this account is charged off, you will still be responsible for the full amount due. We want to help. Take a look at some of your options:

- The best thing you can do is make your minimum payment of **\$177.00 by May 15** to bring this account up to date. You'll gain valuable peace of mind and you'll bring this account out of Collections.
- If you can't quite make your minimum payment, you can keep this account from becoming more past due by paying **\$61.00 by May 15**. While this won't bring your account up to date, it's better than not paying anything.
- We also have flexible payment options that let you split payments up over several months.

We're here to help. **It's important you call us today at 1-800-955-6600**. We're available Mon.-Fri. from 8 a.m. to 11 p.m. ET, and Sat. and Sun. from 8 a.m. to 5 p.m.

Sincerely,

The Customer Solutions Team
Capital One Services, LLC

WHERE YOU STAND. WE WANT TO HELP.

1 Payment Past Due

2 Payments Past Due

3 Payments Past Due

4 Payments Past Due

5 Payments Past Due

108-00009-00003110

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PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Letter ID 19348

OID:19348

Exhibit I

New Cease and Desist Applied to Unauthorized Account ending 0070



Exhibit I

May 27, 2014

P.O. Box 30285
Salt Lake City, UT 84130-0285

FRANK J ANTHONY
164 LUDLOW ST APT 1
NEW YORK NY 10002-1560

2132
F201



RE: Account Ending in 0070

Dear FRANK J ANTHONY,

We're sending this letter to let you know we applied a "Cease & Desist" to your account as referenced above. A Cease & Desist means we won't contact you any more about collections on your account. Instead, you will only receive communications you request or that we are required by law to send. The Cease & Desist does not impact any payment plans, arrangements, or programs you previously arranged with us unless you were told that a Cease & Desist request would cancel the arrangement.

Why is there a Cease & Desist on my account?

- You or a co-signer on this Capital One® branded credit card account requested that we stop all verbal and written communication on either this credit card account or another credit card with Capital One you are associated with.
Or...
- You, a co-signer, or an attorney informed Capital One there is now an attorney representing your interests on this account.

What does this mean?

- All other previously disclosed terms and conditions on this account are valid and remain unchanged.
- We will no longer contact you about helpful ways to resolve your account, but we will still send you all communications required by law.

If you do not want a Cease and Desist on this account, please call 1-800-955-7070, Monday through Friday between 8:00 a.m. and 5:00 p.m. ET. We are available to answer questions about this letter or any other servicing needs you have on your account.

Sincerely,

The Customer Solutions Team

This letter is for informational purposes only and is not an attempt to collect a debt.

JB7383_IS119333

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Exhibit J

**Initial Investigation Dispute Results of the Unauthorized Account ending
0070 and reporting.**



Exhibit J

04/04/2014

TransUnion.

P3G5XC00200447-I005353-309006461



FRANK J. ANTHONY
164 LUDLOW ST APT 1
NEW YORK, NY 10002-1560

Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of the source of information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

Investigation Results

ITEM	DESCRIPTION	RESULTS
CAPITAL ONE BANK USA NA	# 512025824326****	NEW INFORMATION BELOW

*Exhibit J***-Begin Credit Report-****Account Information**

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	YS	RPO	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

Adverse Accounts

CAPITAL ONE BANK USA NA #512025824326**** (PO BOX 30281, SALT LAKE CITY, UT 84130, (800) 258-9319)

Date Opened: 08/21/2006
Responsibility: Individual Account
Account Type: Revolving Account
Loan Type: CREDIT CARD

Balance: \$1,125
Date Updated: 04/03/2014
Last Payment Made: 11/13/2013
High Balance: \$1,317
Credit Limit: \$1,300
Past Due: >\$91<

Pay Status: >Account 90 Days Past Due Date<
Terms: \$25 per month, paid Monthly
Date Closed: 12/05/2013
>Maximum Delinquency of 90 days in 04/2014 for \$91<

Remarks: DISPUTE ACCT/CLSD BY CONSUMR

Estimated month and year that this item will be removed: 12/2020

	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013
Rating	X	60	30	OK	OK	OK	OK	OK	OK	OK	OK	OK
	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	03/2012											
Rating	OK											

- End of investigation results -

To view a free copy of your full, updated credit file, go to our website www.transunion.com/fullreport

-End of Credit Report-

Exhibit U

P.O. Box 105069
Atlanta, GA 30348

April 21, 2014

EQUIFAX



To Start An Investigation, Please Visit Us At:
www.investigate.equifax.com

001633996-921
Frank Anthony
164 Ludlow St Apt 1
New York, NY 10002-1560

Dear Frank Anthony:

Enclosed is a copy of your Equifax credit file. Please review it for any unauthorized accounts or inquiries. If unauthorized information is reporting on your Equifax credit file, you may start an investigation immediately on-line at www.investigate.equifax.com. Using the Internet to initiate an on-line investigation request will expedite the resolution of your concerns. You may also start an investigation by completing and returning the enclosed Research Request Form or by calling the toll free telephone number on the credit file. Please advise us of any documents that may help us in the reinvestigation, such as an identity theft report or letters from credit grantors.

Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

You should contact the credit grantors that are reporting information you believe is fraudulent. Ask them to explain their fraud investigation process, what steps should be taken and how long the process normally takes. Additionally request that they send you a letter or documentation stating the results of the investigation. Upon receipt, forward a copy of that letter to us.

If your ID information, such as driver's license or social security card, was lost or stolen, contact the appropriate issuing agency.

Results Of Your Investigation (For your security, the last 4 digits of your credit account number(s) have been replaced by *)

>>> **We have researched the credit account. Account # - 512025824326* The results are:** We verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Capital One, PO Box 30281, Salt Lake City, UT 84130-0281**

Get Informed. Be empowered.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Visit us at www.equifax.com/CreditReportAssistance or Call us at 866-349-5186.

Exhibit J

Historical Account Information

Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
08/12 \$0			6/1/2012	\$3,293	\$2,505		Charge Account	
07/12	No Data Available							
06/12 \$0		\$2,471	6/1/2012	\$3,293	\$2,505		Charge Account	
05/12 \$2,558	\$51	\$50	4/1/2012	\$3,293	\$2,505		Charge Account	
04/12 \$2,409	\$45	\$120	3/1/2012	\$3,293	\$2,505		Charge Account	

PO Box 85015 Richmond VA 23285-5015 : (800) 955-7070

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification		
512025824326*	08/21/2006	\$1,317			Monthly	24				
Amount Past Due	Balance As of Date Reported	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Date	Date Closed
\$91	04/21/2014 \$1,125	11/2013		\$25	01/2014					

Status - 90 - 119 Days Past Due; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; ADDITIONAL INFORMATION - Consumer Disputes - Reinvestigation in Process; Account Closed At Consumers Request; Consumer Disputes This Account Information; Credit Card;

Account History 03/2014 02/2014 01/2014
with Status Codes 3 2 1

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification			
						49					
Items As of	Balance	Amount	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Date	Date Closed
											12/2013

Historical Account Information

Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
03/14	No Data Available							
02/14	No Data Available							
01/14	No Data Available							

(Continued On Next Page)



Prepared for: **FRANK JOYOMES ANTHONY**

Date: **April 30, 2014**

Report number: **2784-0973-46**

Page 4 of 32

Personal statements you've asked us to include

You've given us the following statement to include every time a company asks us for your credit report:

"ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. I CAN BE REACHED AT 301-520-7846. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 03-05-14."

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend

OK	Current/Terms of agreement met	VS	Voluntarily surrendered
180	Account 30 days past due	R	Repossession
CRD	Account 60 days past due	PBC	Paid by creditor
FS	Account 90 days past due	IC	Insurance claim
F	Account 120 days past due	G	Claim filed with government
	Account 150 days past due	D	Defaulted on contract
	Account 180 days past due	C	Collection
	Creditor received deed	CO	Charge off
	Foreclosure proceedings started	CLS	Closed
	Foreclosed	ND	No data for this time period

Credit items

CAPITAL ONE
 PO BOX 30281
 SALT LAKE CITY UT 84130
Phone number
 (800) 955 7070
Partial account number
 512025824326....
Address identification number
 0222630900

Date opened
 Aug 2006
First reported
 Mar 2012
Date of status
 Apr 2014

Type
 Credit card
Terms
 Not reported
Monthly payment
 \$61

Credit limit or original amount
 \$1,300
High balance
 \$1,317

Recent balance
 \$1,174 as of Apr 2014

Responsibility

Individual

Status

Closed. \$116 past due as of Apr 2014.

Comment

Account closed at consumer's request and in dispute under FCRA.

Your statement

" Y ITEM DISPUTED BY CONSUMER"

This item was updated from our processing of your dispute in Apr 2014.

Payment history

2014

2013

2012

APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR FEB JAN DEC NOV OCT SEP AUG JUL JUN MAY APR MAR

0680073904

Exhibit K

CFPB TCPA Complaint against Capital One & Record of Calls

Exhibit K



Consumer Financial
Protection Bureau

Welcome Frank Anthony ([Logout](#))

Case number: 140423-000783

[Back](#)

STATUS

Response disputed

Capital One Services LLC said:

Explanation of closure

please see attached response

Response

This case requires additional time for research.

WHAT HAPPENED

Describe what happened so we can understand the issue...

Capital One Services, LLC subsidiary of Capital One Bank (USA) National Association called using an auto dialer-

3/21/14 at 8:16 AM

3/21/14 at 2:00 PM

3/21/14 at 5:06 PM

4/4/14 at 8:11 AM

4/4/14 at 4:22 PM

4/5/14 at 12:32 PM

4/6/14 at 10:27 AM

4/6/14 at 3:49 PM

4/7/14 at 1:21 PM

4/8/14 at 4:02 PM

4/8/14 at 7:35 PM

4/9/14 at 12:25 PM

4/9/14 at 4:23 PM

4/10/14 at 8:53 AM

4/10/14 at 2:37 PM

4/11/14 at 1:03 PM

4/12/14 at 11:33 AM

4/12/14 at 3:30 PM

4/13/14 at 1:51 PM

4/13/14 at 4:57 PM

4/14/14 at 12:07 PM

4/14/14 at 4:02 PM

4/15/14 at 9:06 AM

4/14/14 at 2:16 PM

This is about a(n) Debt collection: Credit card

Which of these best describes your issue? Communication tactics: Frequent or repeated calls

DESIRED RESOLUTION

What do you think would be a fair resolution to your issue?

Statutory Damages for violation of telephone consumer protection act 47 U.S.C. sec 227 (1)(A)(iii) of the TCPA

Exhibit B

CONSUMER INFORMATION

Contact information

Mailing address

Mr Frank Joyomes Anthony
164 :Ludlow St. Apt. 1
New York NY 10002
United States

Phone 3015207845

What phone number was called by the company 866-953-7906
Last four digits of SSN 7927

PRODUCT INFORMATION

Company Submitted Against

Capital One Services LLC
PO Box 30285
Salt Lake City UT 84130
United States

Debt Collector affirms right to collect Yes
Debt has been sold No

Debt Collector Information


Capital One Services LLC
PO Box 30285
Salt Lake City
UT
84130
US
866-932-8060
800-903-3637

Creditor Information

US

Submit a complaint against creditor No

Supporting documents

 [Frank Anthony_10001997813701 and 1001997752661.pdf](#) (1.38 MB)

COMPLAINT HISTORY

Auto-Response

06/18/2014 02:15 PM

Thank you for reviewing the company's response to your complaint (number 140423-000783). We've noted that you've disputed the response and will now start an investigation. While we don't specifically advocate for your desired resolution, we do look at all the information provided by both sides to see if any consumer financial protection laws were potentially broken.


We will update the complaint database on our website to show that you disputed this complaint.

Will I hear from the CFPB again about my complaint?

Probably not. We occasionally have to reach out for more information to complete the investigation. As a result of our investigation, you may receive a more favorable response, though not usually. If you do not hear from us within 60 days, you can assume we have investigated and closed your complaint.

●●●●● Verizon

4:48 PM

100% 

Greeting

Voicemail

Edit

*Capitol One***+1 (866) 953-7906**

4/15/14



main

0:11

*Capitol One***+1 (866) 953-7906**

4/14/14



main

0:11

*Capitol One***+1 (866) 953-7906**

4/13/14



main

0:11

*Capitol One***+1 (866) 953-7906**

4/11/14



main

0:11

*Capitol One***+1 (866) 953-7906**

4/10/14



main

0:11

*Capitol One***+1 (866) 953-7906**

4/9/14



main

0:12

+1 [REDACTED]

4/7/14



main

1:02

+ [REDACTED]

4/6/14



main

0:31

*Capitol One***+1 (866) 953-7906**

4/6/14



main

0:11

+1 (866) 953-7906

4/5/14



Favorites



Recents



Contacts



Keypad



Voicemail

●●●●● Verizon

11:20 AM

80% 

Greeting

Voicemail

Edit

main

0:11

*Capital One* +1 (866) 953-7906

4/11/14



main

0:11

Capital One +1 (866) 953-7906

4/10/14



main

0:11

Capital One +1 (866) 953-7906

4/9/14



main

0:12


main

4/7/14



1:02


main

4/6/14



0:31

Capital One +1 (866) 953-7906

4/6/14



main

0:11

Capital One +1 (866) 953-7906

4/5/14



main

0:11


main

4/5/14



0:31


NY, USA

11/5/13



0:25



Favorites



Recents



Contacts



Keypad



Voicemail

●●●●● Verizon

10:59 AM

1 77%

All

Missed

Edit

Capital One (866) 953-7906 4/15/14 ⓘ
main

Capital One (866) 953-7906 4/14/14 ⓘ
main

Capital One (866) 953-7906 4/13/14 ⓘ
main

Capital One (866) 953-7906 4/10/14 ⓘ
main

[REDACTED] 4/10/14 ⓘ
main

Capital One (866) 953-7906 4/10/14 ⓘ
main

[REDACTED] 4/10/14 ⓘ
main

[REDACTED] 4/9/14 ⓘ
main

Capital One (866) 953-7906 4/9/14 ⓘ
main

Capital One (866) 419-0964 4/10/14 ⓘ



Favorites



Recents



Contacts



Keypad



Voicemail

●●●●● Verizon

10:59 AM

76%

All

Missed

Edit

[REDACTED]

4/9/14



main

Capital One

(866) 953-7906

4/9/14



main

[REDACTED]

4/9/14



main

[REDACTED]

4/8/14



main

[REDACTED]

4/7/14



main

Capital One

(866) 953-7906

4/6/14



main

[REDACTED]

4/6/14



main

Capital One

(866) 953-7906

4/6/14



main

[REDACTED]

4/5/14



main

Capital One

(866) 953-7906

4/4/14



Favorites



Recents



Contacts



Keypad



Voicemail

Invoice Number Account Number Date Due Page
 3058465255 987292605-00001 04/21/14 8 of 10

Detail for Frank Anthony: 301-520-7845

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/15	10:53A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	--	--	--
3/15	11:41A	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	22	--	--	--
3/15	1:05P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/15	2:46P	[REDACTED]	Off-Peak	N&W	New York NY	Norwalk CT	1	--	--	--
3/15	2:49P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/15	8:27P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/15	8:31P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/15	8:42P	[REDACTED]	Off-Peak	N&W	New York NY	Norwalk CT	3	--	--	--
3/15	9:47P	[REDACTED]	Off-Peak	N&W	New York NY	Norwalk CT	1	--	--	--
3/15	10:04P	[REDACTED]	Off-Peak	N&W	New York NY	Norwalk CT	2	--	--	--
3/15	10:08P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/15	10:14P	[REDACTED]	Off-Peak	N&W	New York NY	Newark NJ	1	--	--	--
3/16	12:49P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	10	--	--	--
3/16	1:41P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	--	--	--
3/16	2:50P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	--	--	--
3/17	7:35P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	--	--	--
3/17	7:59P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	2	--	--	--
3/17	8:03P	[REDACTED]	Peak	PlanAllow	New York NY	Nwyrctzn01 NY	1	--	--	--
3/18	5:43P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	2	--	--	--
3/18	6:04P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	10	--	--	--
3/18	7:12P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	--	--	--
3/19	1:49A	[REDACTED]	Off-Peak	N&W	New York NY	Toll-Free CL	4	--	--	--
3/19	1:53A	[REDACTED]	Off-Peak	N&W	New York NY	Toll-Free CL	1	--	--	--
3/19	12:50P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	--	--	--
3/20	1:30P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	2	--	--	--
3/20	2:57P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	--	--	--
3/20	5:02P	[REDACTED]	Peak	M2MAllow	New York NY	Nwyrctzn01 NY	1	--	--	--
3/20	8:01P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	22	--	--	--
3/20	8:24P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	3	--	--	--
3/21	6:51A	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	--	--	--
3/21	8:26A	866-953-7906	Peak	PlanAllow	Brooklyn NY	Incoming CL	1	--	--	--
3/21	8:34A	[REDACTED]	Peak	PlanAllow	Brooklyn NY	New York NY	1	--	--	--
3/21	9:23A	[REDACTED]	Peak	PlanAllow	New York NY	Laurel236 MD	9	--	--	--
3/21	10:27A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	2	--	--	--
3/21	5:05P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	--	--	--
3/21	5:06P	866-953-7906	Peak	PlanAllow	New York NY	Toll-Free CL	2	--	--	--
3/21	5:30P	[REDACTED]	Peak	PlanAllow	New York NY	Toll-Free CL	10	--	--	--
3/21	7:02P	[REDACTED]	Peak	M2MAllow	New York NY	Incoming CL	6	--	--	--
3/21	7:39P	[REDACTED]	Peak	M2MAllow	New York NY	Wh Plains NY	2	--	--	--
3/22	10:35A	[REDACTED]	Off-Peak	N&W	New York NY	Silver Spg MD	1	--	--	--
3/22	10:56A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	3	--	--	--
3/22	12:38P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/22	8:21P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	1	--	--	--
3/22	8:26P	[REDACTED]	Off-Peak	N&W	New York NY	Snfc Cntrl CA	3	--	--	--
3/22	8:31P	[REDACTED]	Off-Peak	N&W	New York NY	Snfc Cntrl CA	24	--	--	--

work

Invoice Number Account Number Date Due Page
 3072378765 987292605-00001 05/21/14 7 of 10

Detail for Frank Anthony: 301-520-7845

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/06	8:24P	[REDACTED]	Off-Peak	N&W	New York NY	Silver Spg MD	3	---	--	---
4/06	10:19P	[REDACTED]	Off-Peak	N&W	New York NY	Silver Spg MD	2	---	--	---
4/06	10:21P	[REDACTED]	Off-Peak	N&W	New York NY	Toll-Free CL	1	---	--	---
4/07	1:21P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/07	2:12P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/07	7:31P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	--	---
4/07	8:39P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	3	---	--	---
4/07	8:42P	[REDACTED]	Peak	M2MAllow	New York NY	Silver Spg MD	1	---	--	---
4/07	9:09P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	3	---	--	---
4/08	4:02P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/08	5:04P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/08	5:32P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	--	---
4/08	5:36P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/08	5:51P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	2	---	--	---
4/08	7:35P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	3	---	--	---
4/09	1:52A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	13	---	--	---
4/09	12:24P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/09	2:10P	[REDACTED]	Peak	M2MAllow	New York NY	Incoming CL	1	---	--	---
4/09	8:16P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/10	10:47A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/10	6:48P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/11	8:48A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	2	---	--	---
4/11	10:21A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	3	---	--	---
4/11	1:03P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/11	5:44P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/11	5:45P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	--	---
4/11	7:28P	[REDACTED]	Peak	M2MAllow	New York NY	Silver Spg MD	1	---	--	---
4/11	7:32P	[REDACTED]	Peak	M2MAllow	New York NY	Incoming CL	5	---	--	---
4/11	11:51P	[REDACTED]	Off-Peak	N&W	New York NY	Boundbrook NJ	1	---	--	---
4/12	11:33A	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	2	---	--	---
4/12	11:42A	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	3	---	--	---
4/12	12:22P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	2	---	--	---
4/12	12:33P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	2	---	--	---
4/12	1:33P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	--	---
4/12	3:30P	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	1	---	--	---
4/13	10:40A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	2	---	--	---
4/13	11:39A	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	21	---	--	---
4/13	4:57P	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	1	---	--	---
4/13	5:39P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	--	---
4/13	5:44P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	--	---
4/13	9:30P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	2	---	--	---
4/14	4:02P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/15	2:14P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	--	---
4/15	6:12P	[REDACTED]	Peak	PlanAllow	New York NY	Manassas VA	1	---	--	---
4/15	6:21P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	4	---	--	---

Invoice Number Account Number Date Due Page
 3072378765 987292605-00001 05/21/14 7 of 10

Detail for Frank Anthony: 301-520-7845

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
4/06	8:24P	[REDACTED]	Off-Peak	N&W	New York NY	Silver Spg MD	3	---	---	---
4/06	10:19P	[REDACTED]	Off-Peak	N&W	New York NY	Silver Spg MD	2	---	---	---
4/06	10:21P	[REDACTED]	Off-Peak	N&W	New York NY	Toll-Free CL	1	---	---	---
4/07	1:21P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/07	2:12P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/07	7:31P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	---	---
4/07	8:39P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	3	---	---	---
4/07	8:42P	[REDACTED]	Peak	M2MAllow	New York NY	Silver Spg MD	1	---	---	---
4/07	9:09P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	3	---	---	---
4/08	4:02P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/08	5:04P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/08	5:32P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	---	---
4/08	5:36P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/08	5:51P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	2	---	---	---
4/08	7:35P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	3	---	---	---
4/09	1:52A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	13	---	---	---
4/09	12:24P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/09	2:10P	[REDACTED]	Peak	M2MAllow	New York NY	Incoming CL	1	---	---	---
4/09	8:16P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/10	10:47A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/10	6:48P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/11	8:48A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	2	---	---	---
4/11	10:21A	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	3	---	---	---
4/11	1:03P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/11	5:44P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/11	5:45P	[REDACTED]	Peak	PlanAllow	New York NY	New York NY	1	---	---	---
4/11	7:28P	[REDACTED]	Peak	M2MAllow	New York NY	Silver Spg MD	1	---	---	---
4/11	7:32P	[REDACTED]	Peak	M2MAllow	New York NY	Incoming CL	5	---	---	---
4/11	11:51P	[REDACTED]	Off-Peak	N&W	New York NY	Boundbrook NJ	1	---	---	---
4/12	11:33A	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	2	---	---	---
4/12	11:42A	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	3	---	---	---
4/12	12:22P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	2	---	---	---
4/12	12:33P	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	2	---	---	---
4/12	1:33P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	---	---
4/12	3:30P	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	1	---	---	---
4/13	10:40A	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	2	---	---	---
4/13	11:39A	[REDACTED]	Off-Peak	N&W	New York NY	Incoming CL	21	---	---	---
4/13	4:57P	866-953-7906	Off-Peak	N&W	New York NY	Incoming CL	1	---	---	---
4/13	5:39P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	---	---
4/13	5:44P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	1	---	---	---
4/13	9:30P	[REDACTED]	Off-Peak	N&W	New York NY	New York NY	2	---	---	---
4/14	4:02P	866-953-7906	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/15	2:14P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	1	---	---	---
4/15	6:12P	[REDACTED]	Peak	PlanAllow	New York NY	Manassas VA	1	---	---	---
4/15	6:21P	[REDACTED]	Peak	PlanAllow	New York NY	Incoming CL	4	---	---	---

Exhibit L

TCPA Settlement Claim form received from the defendant

Exhibit L

LEGAL NOTICE

A federal court authorized this Notice.
This is not a solicitation from a lawyer.

If you received a non-emergency call on your cellular telephone regarding debt collection for a Capital One credit card through the use of an automatic telephone dialing system and/or a prerecorded voice, you could receive a payment from a class action settlement.

Si usted recibió una llamada sobre recobro de impagos para una tarjeta de crédito de Capital One que no fuera de emergencia por su teléfono celular mediante el uso de un sistema de marcado automático telefónico y/o voz pregrabada, podría recibir un pago de un arreglo de acción de clase.

Si desea recibir esta notificación en español, visite nuestra página web o llámenos.

A \$75,455,098.74 Settlement has been reached in a class action lawsuit claiming that Capital One, Leading Edge Recovery Solutions, Capital Management Systems, and AllianceOne Receivables Management unlawfully used an automatic telephone dialing system and/or an artificial or prerecorded voice to call cell phones without the prior express consent of the recipients. Each calling entity denies that it did anything wrong, and the Court has not decided who is right.

www.CapitalOneTCPAClassSettlement.com
Toll-Free Number: 1-844-357-TCPA (8272)

Capital One TCPA Class Settlement
Claims Administrator
P.O. Box 25609
Richmond, VA 23260-5609
Deadline to file a Claim: 11/26/2014

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
SEYMOUR, IN
PERMIT NO. 324



50445-317281046-001-001

**You might get a payment from the Class Action
Settlement described in this Notice.**



000295922-0020426L
FRANK J ANTHONY
83 RIVINGTON ST APT 2C
NEW YORK NY 10002-2179

00434

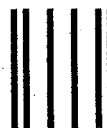
▲ TO OPEN, FOLD AND TEAR ALONG THIS PERFORATION ▲



50445-317281046-001-001

TCPA001 CAPITAL ONE TCPA CLASS SETTLEMENT CLAIM FORM		FILING DEADLINE: 11/26/14	
Claimant Name: Frank J Anthony [If you need to edit your name, you must submit your claim online.]		Claimant Notice ID: 12431-72810-46506	
Sign and date below if: (1) you wish to submit a claim for benefits from the Capital One TCPA Settlement Program and (2) you received one or more non-emergency phone calls to your cellular telephone from Capital One, between 1/18/2008 and 6/30/2014, and/or from Capital Management Systems, Leading Edge Recovery Solutions, or AllianceOne Receivables Management on behalf of Capital One, between 2/28/2009 and 6/30/2014, through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice in an attempt to collect a Capital One credit card debt. You may submit this Claim Form by detaching this postage pre-paid card and placing it in the nearest U.S. Postal Service receptacle. By signing and submitting this Claim Form, you certify that the information provided is true and correct. If you need to edit your name, address, or other information, you must do so online.		Date: <input type="text"/> / <input type="text"/> / <input type="text"/> (Month) (Day) (Year)	
Signature: _____		Date: <input type="text"/> / <input type="text"/> / <input type="text"/> (Month) (Day) (Year)	

Capital One's records show you could receive a payment from a class action settlement. Just tear off, sign, and mail in this Claim Form. The legal notice inside this postcard explains the settlement and your rights.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 322000 RICHMOND, VA

POSTAGE WILL BE PAID BY ADDRESSEE

CAPITAL ONE TCPA CLASS SETTLEMENT CLAIMS ADMINISTRATOR
PO BOX 25609
RICHMOND VA 23286-8125



4261

Your Notice ID: 12431-72810-46506

Your other options. If you do not want to be legally bound by the Settlement, you must exclude yourself by 10/27/14. If you do not exclude yourself, you will release your claims against Capital One, Leading Edge Recovery Solutions, Capital Management Systems, and AllianceOne Receivables Management. You may object to the Settlement by 10/27/14. The Detailed Notice available on the website explains how to exclude yourself or object. The Court will hold a Hearing on 12/9/14 and request for attorneys' fees of up to \$22,636,528 and service payments of \$5,000 each to the five Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-844-357-TCPA (8272), or visit the website at www.CapitalOneTCPAClassSettlement.com.

submit your claim online or by calling the toll-free number. If you submit your claim online or by phone, you must provide the 15-digit number in this Notice labeled "Notice ID." It is estimated that payments will be between \$20 and \$40 per claim. Each Class Member is eligible to file only one Claim. The final cash payment amount that class members receive will depend on the total number of valid and timely claims filed by all Class Members. The claim deadline is 11/26/14.

Legal Notice

Who's included? Capital One's records show you are a member of the Settlement Class. The Court decided that the Settlement Class includes all individuals who:

(1) received one or more non-emergency, debt collection telephone calls from Capital One regarding a Capital One credit card to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between January 18, 2008 and June 30, 2014;

or

(2) received one or more non-emergency, debt collection telephone calls from AllianceOne Receivables Management, Capital Management Systems, or Leading Edge Recovery Solutions regarding a Capital One credit card to a cellular telephone through the use of an automatic telephone dialing system and/or an artificial or prerecorded voice between February 28, 2009, and June 30, 2014.

What are the Settlement terms? A Settlement Fund of \$75,455,098.74 has been established to pay valid claims, attorney fees, service awards, costs, expenses, and settlement administration. Additionally, Capital One has enhanced its business practices to ensure that a borrower has provided consent before being called on a cell phone.

How can you get a payment? To get a payment, you can simply tear off, sign, and mail the attached pre-filled, postage pre-paid Claim Form. You can alternatively

Exhibit 7

Exhibit M

Capital One TCPA Settlement Opt Out & Exclusion Letter.

Exhibit M

Frank Anthony

81-83 Rivington St. Apt. 2C

New York, NY 10002

Cell Phone – (301) 520-7845

Frank.j.Anthony@gmail.com

9/3/2014

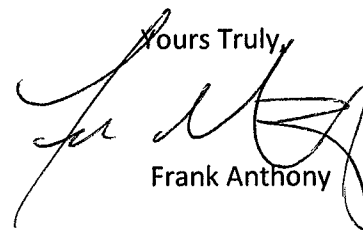
Capital One Telephone Consumer Protection Act Litigation, MDL No. 2416, Master Docket No. 1:12-cv-10064 (N.D. Ill.). OPT- OUT

Capital One TCPA Class Settlement Claims Administrator,

I am **opting out** of your settlement proceedings and want to be **excluded** from this settlement. In the coming days I intend of amending my pleadings to the case that it is currently in litigation against Capital One. I am also opting out as I filed a CFPB complaint that was submit with regard to the phone calls and voicemails left on my cell phone by an auto-dialer/ pre-recorded voices.

My information above is correct and includes my name, address, and telephone number.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Frank Anthony', is written over the typed name.

Frank Anthony

Exhibit 14

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <u>X</u> <u>[Signature]</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <u>Capital One TCPA Claims Settlement</u> <u>Claims Administrator</u> <u>P.O. Box 25609</u> <u>Richmond, VA 23260-5609</u>		B. Received by (Printed Name) <u>ELUDSS</u> C. Date of Delivery <u>9/15/14</u>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7012 2920 0001 9814 8945	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

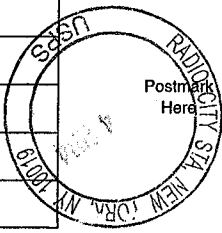
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent To <u>Capital One TCPA Claims Settlement Claims Administrator</u> Street, Apt. No., or PO Box No. <u>25609</u> City, State ZIP+4 <u>Richmond, VA 23260-5609</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

Exhibit N

Capital One Letters Investigation Dispute Results for the account ending
0070



P.O. Box 30285
Salt Lake City, UT 84130-0285

6426

June 5, 2014

Frank J Anthony
164 Ludlow ST Apt 1
New York, New York 10002

Re: xxxxxxxxxxxx0070
Case #: 10002009224902

Dear Frank J Anthony,

Thanks for contacting us about your Capital One® account.

We have reviewed our records and found that we previously responded to your request on 04/24/2014. Based on our investigation of your records, we believe that

our original determination is correct.

If you have any further supporting documentation regarding your dispute, please forward it to:
Capital One
PO Box 30281
Salt Lake City, UT 84130-0281

If you have any questions, please give us a call at 1-800-955-7070. We're available anytime, seven days a week.

Sincerely,
Capital One



P.O. Box 30285
Salt Lake City, UT 84130-0285

0-0

7217

May 29, 2014

Frank Anthony
164 Ludlow ST Apt 1
New York, New York 10002

Re: xxxxxxxxxxxxxx0070
Case #: 10002006964617

Dear Frank Anthony,

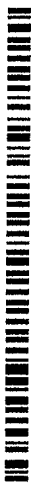
Thanks for contacting us about your Capital One® account.

We have reviewed our records and found that we previously responded to your request on 04/13/2014. Based on our investigation of your records, we believe that our original determination is correct.

If you have any further supporting documentation regarding your dispute, please forward it to:
Capital One
PO Box 30281
Salt Lake City, UT 84130-0281

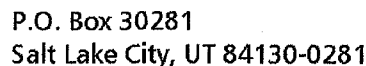
If you have any questions, please give us a call at 1-800-955-7070. We're available anytime, seven days a week.

Sincerely,
Capital One



7217

COLR9449 6056 0087 204 32 140530 PAGE 00001 OF 00001 DCCASP



4728

May 13, 2014

Frank J Anthony
164 Ludlow St Apt 1
New York, NY 10002

Re: xxxxxxxxxxxxxx0070
Case #: 10002002539531

Dear Frank J Anthony,

Still reporting account today 5/13/

Thanks for contacting us about your credit bureau report. We've verified that the information on your credit report matches the information in our records.

Our records show you are reporting correctly as primary on the above referenced account.

We provide information on the status of your account to the credit reporting agencies every month.

If you still believe we've supplied incorrect information to the credit reporting agencies, please send us a copy of any documentation that supports this, such as your credit report. Please mail the information by 06/12/2014 to:

Capital One
P.O. Box 30281
Salt Lake City, UT 84130-0281

Please understand that we can't take further action until we receive this information. Once we receive it, we'll work with the credit reporting agencies to verify the information, and let you know the outcome within 30 days.

If you have questions, please call us at 1-800-955-7070. Our Customer Service Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Capital One Services, LLC



Capital One Services, LLC
P.O. Box 30281
Salt Lake City, UT 84130-0281



Frank J Anthony
164 Ludlow St Apt 1
New York NY 10002-1560

F201
271

April 30, 2014

Re: Your Account ending in: 0070

Dear Frank J Anthony:

This is Capital One's Credit Bureau Dispute Team. We're following up on a Fraud notification that you recently filed with one of the four Credit Reporting agencies stating that you believe there is fraudulent activity on your Capital One account.

Unfortunately, with the limited information that we received from the Credit Reporting Agency, we can see no evidence of fraud on your account and we are not taking any action at this time.

Many times we hear from customers that these notifications were sent by the Credit Reporting Agency in error and they never intended to claim fraud on their Capital One account. However, we don't want to assume that your claim is an error. If you believe that there is fraud on your account, please call Capital One at 1-800-955-7070 and we will be happy to talk to you about your claim and work on this together.

We want to do our part to help you resolve this issue, but we've done all we can unless we hear from you.

Sincerely,
Credit Bureaus Disputes
Fraud Investigator
Customer Service, Capital One
1-800-955-7070

*Exhibit N*

Capital One Services, LLC
P.O. Box 30281
Salt Lake City, UT 84130-0281



Frank J Anthony
164 Ludlow St Apt 1
New York NY 10002-1560

F201
124

April 12, 2014

Re: Your Account ending in: 0070

Dear Frank J Anthony:

This is Capital One's Credit Bureau Dispute Team. We're following up on a Fraud notification that you recently filed with one of the four Credit Reporting agencies stating that you believe there is fraudulent activity on your Capital One account.

Unfortunately, with the limited information that we received from the Credit Reporting Agency, we can see no evidence of fraud on your account and we are not taking any action at this time.

Many times we hear from customers that these notifications were sent by the Credit Reporting Agency in error and they never intended to claim fraud on their Capital One account. However, we don't want to assume that your claim is an error. If you believe that there is fraud on your account, please call Capital One at 1-800-955-7070 and we will be happy to talk to you about your claim and work on this together.

We want to do our part to help you resolve this issue, but we've done all we can unless we hear from you.

Sincerely,
Credit Bureaus Disputes
Fraud Investigator
Customer Service, Capital One
1-800-955-7070